

COPY

SAYL 604//A

PURCHASE ORDER

Approved For Release 2003/01/30 : CIA-RDP81B00878R001400080113-9
 PURCH. ORDER NO. 25 - 12898 Sy 1 of 1
 THIS ORDER NUMBER MUST APPEAR ON ALL
 PACKAGES AND CORRESPONDENCE

THE RAMO-WOOLDRIDGE CORPORATION

8820 BELLANCA AVENUE

LOS ANGELES 45, CALIFORNIA

Phone ORegon 8-0311

STATINTL

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DATE	April 18, 1956
REQUISITION NO.	26783
TERMS:	1% / 10, N / 30
SHIP TO:	5651 West 96th Street Los Angeles 45, California
F.O.B.:	Portland, Oregon
BILL TO:	Ramo-Wooldridge 5730 Arbor Vitae Street, Los Angeles

WILL CALL R. R. EXPRESS BEST WAY PARCEL POST SEE BELOW TAXABLE NON-TAXABLE

ITEM	QUANTITY	DESCRIPTION	PRICE	DISC.	UNIT	TOTAL
1	12	Oscilloscope Type 310 Ship via Air Freight *Delivery: 5 each 5/10/56 7 each 6/1/56 DO Rating C-9 Project WS 107 A	595.00		ea.	

INSPECTION GOVT. R.W. SOURCE NONE SUBJECT TO YES SECURITY CLASSIFICATION RENEgotiation NO Unclassified GOV'T. CONTRACT NUMBER AF 18(600)1190

FOR INTERNAL USE ONLY

DELIVER TO: Mfg. Oper., Bldg. 6	DIVISION STATINTL Communications		
ACCOUNT NO. 5042-70	JOB NO. JOB NO. COMPONENT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	DATE REQUIRED *See above DATE PROMISED TO 18 APR 1956 PM 12:57 SUBMITTAL REC'D	CONFIRMED STATINTL April 18, 1956
COST CENTER CODE 25-40-00			

ACKNOWLEDGMENT COPY MUST BE
RETURNED TO US IMMEDIATELY.

THE RAMO-WOOLDRIDGE CORPORATION

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COMMUNICATIONS DIVISION

VENDOR'S COPY

THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS

The Seller acknowledges that if a Government contract number is entered on the face of this order the work and materials covered by this order are intended for use in or application upon articles to be built by the Buyer under a United States Government prime or subcontract. Certain of the conditions of this purchase order are prescribed by laws and regulations of the United States. The Buyer has no authority to waive or vary such conditions.

1. **TAXES and OTHER EXACTIORS:**—Seller agrees to assume exclusive liability under all laws that impose taxes or exacts on the manufacture or formed by Seller, and to pay any and all such taxes except those Buyer specifically agrees, or is by law required, to pay. Any taxes to be paid by Buyer shall be separately stated on invoice. Prices shall not include any taxes for which Seller can obtain, or Buyer can furnish, exemption.
2. **TOOLS and MATERIALS:**—No designs, tools, patterns, or drawings supplied by the Buyer to the Seller for use in manufacturing of articles constructed herein shall be used in the production, manufacture or design of any other articles for any other purchaser, nor for the manufacture or production of larger quantities than those specified except with the express consent in writing of the Buyer. At the termination of this contract supplied by the Buyer shall be segregated by the Seller in the Seller's plant, and wherever possible, clearly marked so as to be easily identified as Buyer's property. Where materials are furnished by Buyer, title to such material in all stages of construction shall be and remain in Buyer. If materials or partially completed articles are furnished by the Buyer and are in any way damaged or made unfit for intended use, the Buyer's cost thereof is to be paid by the Seller.
3. Neither party shall be liable for or deemed to be in default by reason of any failure to deliver or delay in delivery due to any preference, priority, allocation or allotment orders issued by the Government or unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, Acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and, unless the materials or supplies to be furnished under a subcontract are procurable on the open market, delays of a subcontractor due to such causes.
4. The Buyer reserves the right to cancel this order or any part thereof if delivery is not made within the time specified by Buyer or within a reasonable time in case no time is specified, or if the quantity or quality of the articles ordered is not as specified herein, except in those cases in which the Seller is not deemed to be in default, pursuant to the preceding paragraph. The Buyer also reserves the right to cancel this order or any part thereof even though the Seller is not in default hereunder; and provided further that upon any cancellation in accordance with this sentence any production by the Seller beyond that required to meet the terms and delivery schedule hereof, shall be at the Seller's risk. Upon receipt of any notice of cancellation, the Seller shall, unless the notice otherwise directs, immediately discontinue all work and the placing of all orders for materials and supplies in connection with this order and shall immediately cancel all existing orders and subcontracts made hereunder. Notice of cancellation may be given in person or by telephone, telegraph or other writing. The rights and duties of both Buyer and Seller shall be governed in accordance with the approved Government termination article applicable to prime contracts as said article may be amended and effective as of the date of such termination. If such cancellation shall be as a result of a cancellation for the convenience of the Government.
5. Buyer reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. In case delivery schedule of Buyer's products into which Seller's articles are to be incorporated is retarded or postponed by the United States Government, the Seller agrees to consent to a change and postponement in delivery schedule with respect to all articles uncompleted by the Seller at the date of receipt by the Seller of notice of delivery schedule change.
6. This order may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by the Seller without in each case the prior written consent of the Buyer.
7. All warranties hereunder shall also be construed as conditions.
8. The Seller agrees to comply with the provisions of Section 10 (L) of the Air Corps Act of July 2, 1926 (10 U.S.C. 310 (L) and Title XIII, Sec. 1301, Second War Powers Act, 1942, dealing with inspection and audit and in accordance therewith agrees that in the event this Purchase Order provides for furnishing or constructing aircraft, aircraft parts or aeronautical accessories, that its manufacturing plant and books or such part of its manufacturing plant as may be so engaged, shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the Government.
9. The Seller warrants that the articles furnished under this order will be produced or derived from materials or sources within the territorial limits of the United States in so far as required by the applicable provisions of the Buy American Act of March 3, 1933 (Public No. 428, 72nd Congress, Title III) as the same may be modified by Executive Order or Regulations.
10. **COMPLIANCE with GOVERNMENTAL REGULATIONS:**—Seller warrants and certifies that all goods herein specified have been and will be produced in compliance with applicable provisions and stipulations of the Walsh-Healey Act (Public Act No. 846, 74th Congress), and the U. S. Fair Labor Standards Act (Public Act No. 71B, 75th Congress), the Espionage Act (Public Act No. 443, 76th Congress) Section 1 of the Act of January 12, 1938 (52 Stat. 3), Executive Order No. 8381, and the Act of June 28, 1940 (Bull. No. 15, W. W., 1940), and that only citizens of the United States have been and will be employed in the manufacture or furnishing of the material or equipment herein specified. Seller, in performance of this order, shall not discriminate against any worker because of race, creed, color or national origin.
11. The Seller agrees to be responsible in matters within its control for the safeguarding of all Top Secret, Secret, Confidential, or Restricted matter that may be disclosed or that may be developed in connection with the work under this order. The Seller agrees to comply with the applicable provisions dealing with employment of aliens.
12. The Seller affirms to the best of its knowledge, information and belief that the prices charged for the articles specified in this written purchase order do not exceed the maximum prices therefor established by any applicable maximum price regulations.
13. **LIMITATION OF PROFIT:**—Seller warrants that, as far as some may be applicable hereto, it will comply with the Vinson Act (Public Act No. 135, 73rd Congress, as amended from time to time) relating to profit limitations on certain Governmental contracts and subcontracts, and with all other Government statutes, rules and regulations on the subject.
14. The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.
15. If the Buyer pays the Seller's invoice before arrival or complete inspection of the articles at the Buyer's plant, the Buyer avails itself of the cash discount only and such payment is subject to adjustment for any shortage in quantity, failure to make specified delivery or rejections.
16. No charges will be allowed for drayage, boxing or packing unless stated.
17. Unless otherwise specified, all articles ordered will be subject to final inspection and approval at the plant of the Buyer by either or both the Buyer's Inspectors and Government Inspectors. Such inspection will be made within a reasonable time after delivery of articles, irrespective of date of payment therefor. The Buyer may either hold any rejected articles for the Seller's instructions and at its risk or return them to the Seller at Seller's expense. No replacements of defective articles returned shall be made unless specified on the Buyer's returned material order, letter, and to hold them harmless, with respect to any and all claims that the goods or materials furnished by the Seller under this order infringe any U. S. Letters Patent, and with respect to any and all suits, controversies, demands and liabilities arising out of any such claim.
18. The Buyer reserves the right to refuse payment for and to return to the Seller at Seller's expense any shipment over in quantity and ahead of Schedule.
19. **FEDERAL and STATE LAW:**—Seller agrees to comply with all applicable Federal and State laws and municipal ordinances, and all rules and regulations thereunder, and all provisions required hereby to be included herein are hereby incorporated herein by reference. Seller agrees to indemnify and hold the Buyer harmless from any loss, damage, or liability resulting from a breach on the part of Seller of any such laws, rules or regulations.
20. **PATENTS:**—The Seller agrees to defend, at its own expense, the Ramo-Woolridge Corporation, and dealers in and users of the goods of the Seller, and to hold them harmless, with respect to any and all claims that the goods or materials furnished by the Seller under this order infringe any U. S. Letters Patent, and with respect to any and all suits, controversies, demands and liabilities arising out of any such claim.
21. **PAYMENT:**—Invoices in duplicate shall be mailed to Buyer's Accounting Department when items are shipped. The time for payment of Seller's invoices shall commence with date of actual receipt of items in complete accordance with the requirements of this order. Any adjustments in Seller's invoices due to shortage, late delivery, rejection, or other failure to comply with the requirements of this order may be made by Buyer before payment.
22. **CONFIDENTIAL:**—Seller shall not, without first obtaining Buyer's written consent, disseminate the fact that Seller has furnished or has contracted to furnish Buyer the items covered hereby, nor, except as is necessary for performance of this order, shall Seller disclose any of the details connected with this order to third parties.
23. **RENEGOTIATION:**—This order will be subject to any renegotiation obligation with respect to this order which is now imposed upon the Buyer by any contract with the Government or by any subcontract with any prime contractor or subcontractor for which is hereafter imposed by law upon the Buyer.